hoped that the American courts, in which this situation has apparently never arisen, will not follow this illogical rule.

SCHOOLS AND SCHOOL DISTRICTS — DIPLOMA — MANDAMUS FOR DIPLOMA FOR UNQUALIFIED STUDENT ALLOWED TO TAKE PART IN GRADUATION EXERCISES. — Although the plaintiff had not qualified for graduation, the school board, in order to save his parents from humiliation, allowed him to take part in the graduation exercises, for which he bought a class button and the class flower. The real diplomas had not yet come from the printer, and he with the others was given a dummy diploma. Later the school board refused to give him a real diploma, and he demands a mandamus to compel them to. *Held*, that he is not entitled to his writ. *Sweitzer* v. *Fisher*, 154 N. W. 465 (Ia.).

If a student's record has been determined to be satisfactory, and the duty of giving a degree has become ministerial, he is entitled to a mandamus to compel the school board to graduate him. *Keller* v. *Hewitt*, 109 Cal. 146, 41 Pac. 871; *State* v. *Lincoln Medical College*, 81 Neb. 533, 116 N. W. 294. *Cf. People* v. *Bellevue Hospital Medical College*, 60 Hun 107, 14 N. Y. Supp. 490. But the determination of his record is for the school board and a mandamus will not issue to control the exercise of so discretionary a power. *People* v. *New York Law School*, 68 Hun 118, 22 N. Y. Supp. 663; *People* v. *New York, etc. College*, 20 N. Y. Supp. 379; *Niles* v. *Orange Training School*, 63 N. J. L. 528, 42 Atl. 846. As the plaintiff's record, in the principal case, had in fact been determined to be unsatisfactory, his claim can only be supported on the ground that the school board, after allowing him to participate in the forms of graduation and to incur expense thereby, cannot now be heard to say that he was unqualified to do so. However, as there is a public interest in having degrees represent a certain standard of attainment, it is submitted that not by estoppel, nor even by express contract, should a school board be able to bind itself to issue a degree to an unqualified student, or be bound by a degree so issued. See *City of Joliet* v. *Werner*, 166 Ill. 34, 41, 46 N. E. 780, 782. There is a further ground for the decision in the feasibility of an appeal to the county superintendent, for mandamus is essentially an extraordinary remedy. *Marshall* v. *Sloan*, 35 Ia. 445; *Stockton* v. *Board of Education*, 72 N. J. L. 80, 59 Atl. 1061.

SURETYSHIP — SURETY'S DEFENSES — WHETHER AFFECTED BY RISE OF SURETYSHIP AS BUSINESS UNDERTAKING. — The defendant surety company became surety on a bond for a contractor, who promised to pay for all materials used by him. The plaintiff, who furnished materials, accepted from the contractor short-time notes and renewals of them. On the contractor's failure to pay the notes, the plaintiff sued the surety company on the bond. *Held*, that the defendant is liable. *People* v. *Traves*, 154 N. W. 130 (Mich.).

A corporation obtained a loan from the plaintiff, and gave as security a warehouse receipt for goods worth more than the amount of the loan, and notes made by the corporation, and signed by its five stockholders as indorsers. The plaintiff surrendered the warehouse receipt to the corporation, and on its failure to repay the loan, sued two of the stockholders on the notes. *Held*, that the defendants are liable. *Mercantile Trust Co.* v. *Donk*, 178 S. W. 113 (Mo.).

For a discussion of these cases, see NOTES, p. 314.

TAXATION — JOINT STOCK COMPANIES — LIABILITY UNDER FEDERAL CORPORATION TAX. — The plaintiff brings suit as president of the United States Express Company, a joint stock company of New York, to recover money paid as taxes under the Federal Corporation Tax Law which provides that "every corporation . . . joint stock company or association, organized